

Barley Snyder LLC
ATTORNEYS AT LAW

RECORDATION NO 28100 FILED

DEC 22 '09

4-08 PM

SURFACE TRANSPORTATION BOARD

100 East Market Street
P.O. Box 15012
York, PA 17405-7012
Tel 717.846.8888 Fax 717.843.8492
www.barley.com

Carl E. Anderson, Esquire
Direct Dial Number 717-852-4988
E-mail: canderson@barley.com

December 18, 2009

Via Federal Express

Surface Transportation Board
395 East Street, S.W.
Washington, D.C. 20423-0001
Attn: Secretary

Re: Recordation of Security Agreement and Equipment List

Dear Secretary:

I have enclosed an original and one copy/counterpart of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

The document is a Security Agreement and Equipment List attached as Exhibit A thereto, a primary document, dated December 15, 2009.

The names and addresses of the parties to the document:

Secured Party, Lender:	Sovereign Bank 601 Penn Street Reading, PA 19601
Principal Debtor:	Reading Jet Sales II, LLC 104 B. West Apron Drive Reading, PA 19605
Guarantors:	Andrew M. Muller, Jr. 16 Snowdrift Road Kutztown, PA 19530
	and
	Carol S. Muller 16 Snowdrift Road Kutztown, PA 19530



A description of the equipment covered by the documents follows:

Included in the property covered by the aforementioned Security Agreement and Equipment List attached as Exhibit A are railcars now owned by the Guarantors, including the 150 AAR Type H350 railroad cars numbered 7200-7350 as set forth on the Equipment List, intended for use related to interstate commerce.

A fee of \$41.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to the undersigned in the self-addressed stamped envelope enclosed.

Please also complete the W-9 form enclosed and return it in the enclosed blue envelope.

Please contact me with any questions.

Very truly yours,


Carl E. Anderson

CEA/slm:2777189_1

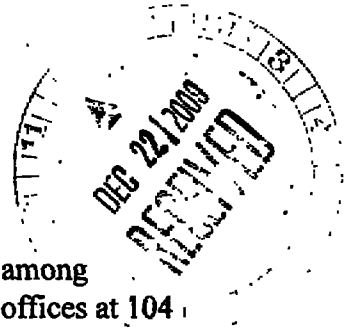
Enclosures

cc: Steven M. Weidman, Commercial Relationship Manager



DEC 22 '09

4-08 PM



SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of December 15, 2009, by and among **READING JET SALES II, LLC**, a Pennsylvania limited liability company with offices at 104 B West Apron Drive, Reading, Pennsylvania 19605 (the "Debtor"), **ANDREW M. MULLER, JR. and CAROL S. MULLER**, residing at 16 Snowdrift Road, Kutztown, Pennsylvania 19530 (the "Individual Guarantors") and **SOVEREIGN BANK**, a federal savings bank with a place of business at 601 Penn Street, Reading, Pennsylvania 19601 (the "Lender").

WHEREAS, the Debtor and the Lender are parties to that certain Loan Agreement dated December 15, 2009 (as amended and modified from time to time, the "Loan Agreement"); and

WHEREAS, it is a condition precedent to the Lender making any loans or otherwise extending credit to the Debtor that the Debtor execute and deliver to the Lender a security agreement in substantially the form hereof; and

WHEREAS, the Debtor and Individual Guarantors wish to grant security interests in favor of the Lender as herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used herein without definitions shall have the meanings provided therefore in the Loan Agreement. The term "State", as used herein, means the Commonwealth of Pennsylvania. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term "Obligations", as used herein, means all of the indebtedness, obligations and liabilities of the Debtor to the Lender, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Loan Agreement, the Guaranties or other Related Documentation executed and delivered pursuant thereto or in connection therewith or this Agreement. The occurrence of an Event of Default under the Loan Agreement will constitute an Event of Default hereunder.

2. **Grant Of Security Interest.** The Debtor and Individual Guarantors hereby grant to the Lender, to secure the payment and performance in full of all of the Obligations, a security interest in and pledges and assigns to the Lender the following properties and assets (the "Collateral"): Certain railcars now owned by the Individual Guarantors, including the railcars that are represented in the Equipment List attached hereto as Exhibit A and any substitutions or subtractions to the Equipment List of railcars, wherever located.

3. **Authorization To File Financing Statements.** The Debtor and Individual Guarantors hereby irrevocably authorize the Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto, including the filing of this Agreement or any other required document filing to perfect

Lender's security interest in the Collateral with the Surface Transportation Board, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or contains any other information required by Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment. The Debtor and Individual Guarantors agree to furnish any such information to the Lender promptly upon request. The Debtor and Individual Guarantors also ratify any authorization for the Lender to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

4. Other Actions. Further to insure the attachment, perfection and priority of, and the ability of the Lender to enforce, the Lender's security interest in the Collateral, the Debtor and Individual Guarantors agree, in each case at the Debtor's own expense, to take the following actions with respect to the following Collateral:

4.1. Other Actions As To Any And All Collateral. The Debtor further agrees to take any other action reasonably requested by the Lender to ensure the attachment, perfection and priority of, and the ability of the Lender to enforce, the Lender's security interest in any and all of the Collateral including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Debtor's signature thereon is required therefore, (b) causing the Lender's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Lender to enforce, the Lender's security interest in such Collateral, (c) holding its books and records relating to the Collateral in a manner satisfactory to the Lender, (d) delivering to the Lender from time to time promptly at its request, all invoices, original documents of title, contracts, chattel paper, instruments and any other writings relating thereto, and other evidence of performance of contracts, or evidence of shipment or delivery of the merchandise or of the rendering of services, (e) delivering to the Lender promptly at the Lender's request from time to time additional copies of any or all of such papers or writings and such other information with respect to any of the Collateral and such schedules of inventory, schedules of accounts and such other writings as the Lender may in its sole reasonable discretion deem to be necessary or effectual to evidence the Lender's security interest in the Collateral, (f) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Lender to enforce, the Lender's security interest in such Collateral, (g) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral, (h) endeavoring to obtain waivers from mortgagees and landlords in form and substance satisfactory to the Lender and (i) taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

5. Relation To Other Security Documents. The provisions of this Agreement supplement the provisions of any existing security agreements, pledge agreements, assignments, motor vehicle security documents, real estate mortgages or deeds of trust granted by the Debtor to the Lender and securing the payment and performance of any of the Obligations. Nothing

contained in any such documents shall derogate from any of the rights or remedies of the Lender hereunder.

6. Representations And Warranties Concerning Collateral, Etc. The Debtor and Individual Guarantors further represent and warrant to the Lender as follows: (a) the Individual Guarantor, Carol S. Muller, is (and as to the Collateral acquired after the date hereof will be) the owner of the Collateral, free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement and Permitted Liens, (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in the Uniform Commercial Code of the State, (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority subject to the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral, and (d) to their knowledge, the Debtor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances.

7. Covenants Concerning Collateral, Etc. The Debtor and Individual Guarantors further covenants with the Lender as follows: (a) the Collateral, to the extent not delivered to the Lender pursuant to Section 4, will be kept at the Individual Guarantors' place of business and the Debtor and Individual Guarantors will not (except for use in the ordinary course of business) remove the Collateral from such location, without providing at least 30 days prior written notice to the Lender, (b) except for the security interest herein granted and existing liens in favor of the Lender and Permitted Liens, the Individual Guarantor, Carol S. Muller, shall be the owner of the Collateral free from any lien, security interest or other encumbrance, and the Debtor and Individual Guarantors shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Lender, (c) the Debtor and Individual Guarantors shall not pledge, mortgage or create, or suffer to exist a security interest in the Collateral in favor of any person other than the Lender, except for Permitted Liens, (d) the Debtor and Individual Guarantors will keep the Collateral in good order and repair, reasonable wear and tear excepted, and will not use the same in violation of law or any policy of insurance thereon, (e) the Debtor and Individual Guarantors will permit the Lender, or its designee, to inspect the Collateral at any reasonable time during normal business hours upon reasonable advance notice, wherever located, (f) the Debtor and Individual Guarantors will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement, (g) the Debtor will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances, and (h) the Individual Guarantors will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for sales consented to by the Lender and where the Lender receives all of the proceeds of such sales to be applied to the Obligations as determined by the Lender at its sole discretion.

8. Insurance.

8.1. Maintenance Of Insurance. The Debtor and Individual Guarantors will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Said insurance shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to the Lender. In addition, all such insurance shall be payable to the Lender as loss payee. Without limiting the foregoing, the Debtor and Individual Guarantors will (i) keep all of the Collateral insured, and (ii) maintain general public liability insurance against claims of bodily injury, death or property damage occurring, on, in or about the properties of the Debtor.

8.2. Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with a prior interest in the property covered thereby (i) so long as no Event of Default has occurred and to the extent that the amount of such proceeds is less than \$10,000, be disbursed to the Debtor or the Individual Guarantors, as the case may be, for direct application by the Debtor or the Individual Guarantors solely to the repair or replacement of the Debtor's or Individual Guarantor's property so damaged or destroyed, and (ii) in all other circumstances, be held by the Lender as cash collateral for the Obligations and/or applied to the Obligations. The Lender may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Lender may reasonably prescribe, for direct application by the Debtor or the Individual Guarantors solely to the repair or replacement of the Debtor's or Individual Guarantor's property so damaged or destroyed, or the Lender may apply all or any part of such proceeds to the Obligations.

8.3. Notice Of Cancellation, Etc. All policies of insurance shall provide for at least thirty (30) days prior written cancellation notice to the Lender. In the event of failure by the Debtor or Individual Guarantors to provide and maintain insurance as herein provided, the Lender may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall furnish the Lender with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

9. Collateral Protection Expenses; Preservation Of Collateral.

9.1. Expenses Incurred By Lender. In its discretion, the Lender may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral following the Debtor's or Individual Guarantor's failure to discharge such taxes or other encumbrances, make repairs thereto, maintain the Collateral and pay any necessary filing fees or, if the Debtor or Individual Guarantors fail to do so, insurance premiums. The Debtor agrees to reimburse the Lender on demand for any and all expenditures so made. The Lender shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof relieve the Debtor of any default.

10. Deposits. After the occurrence of an Event of Default, the Lender may demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to

the Collateral. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from the Lender to the Debtor may at any time be applied to or set off against any of the Obligations.

11. Power Of Attorney.

11.1. Appointment And Powers Of Lender. The Debtor and Individual Guarantors hereby irrevocably constitute and appoint the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor, Individual Guarantor or in the Lender's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor or Individual Guarantor, without notice to or assent by the Debtor or Individual Guarantor, to do the following: (a) upon the occurrence of an uncured Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Lender were the absolute owner thereof for all purposes, and to do at the Debtor's expense, at any time, or from time to time, all acts and things which the Lender deems necessary or advisable to protect, preserve or realize upon the Collateral and the Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor or Individual Guarantor might do.

11.2. Ratification By Debtor and Individual Guarantors. To the extent permitted by law, the Debtor and Individual Guarantors hereby ratify all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

11.3. No Duty On Lender. The powers conferred on the Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Lender shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor or Individual Guarantors for any act or failure to act, except for the Lender's own gross negligence or willful misconduct.

12. Remedies. Upon the occurrence of an Event of Default, the Lender may, without notice to or demand upon the Debtor or Individual Guarantors, declare this Agreement to be in default, and the Lender shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State or of any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Lender may, so far as the Debtor and Individual Guarantors can give authority therefore enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Lender may in its discretion require the Debtor and Individual Guarantors to assemble all or any part of the Collateral at such location or locations within the jurisdictions of the Debtor's principal office(s) or at such other locations as the Lender may reasonably

designate. Unless the Collateral is perishable or threatens to decline speedily in value, the Lender shall give to the Debtor and Individual Guarantors at least 10 business days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor and Individual Guarantors hereby acknowledge that 10 business days prior written notice of such sale or sales shall be reasonable notice.

13. Standards For Exercising Remedies. To the extent that applicable law imposes duties on the Lender to exercise remedies in a commercially reasonable manner, the Debtor and Individual Guarantors acknowledge and agree that it is not commercially unreasonable for the Lender (a) to fail to incur expenses reasonably deemed significant by the Lender to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third-party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise reasonable collection remedies against account debtors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise reasonable collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Lender against risks of loss, collection or disposition of Collateral or to provide to the Lender a guaranteed return from the collection or disposition of Collateral, or (l) to the extent reasonably deemed appropriate by the Lender, to obtain the services of brokers, investment lenders, consultants and other professionals to assist the Lender in the collection or disposition of any of the Collateral. The Debtor and Individual Guarantors acknowledge that the purpose of this Section 13 is to provide non-exhaustive indications of what actions or omissions by the Lender would not be commercially unreasonable in the Lender's exercise of remedies against the Collateral and that other actions or omissions by the Lender shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 13. Without limitation upon the foregoing, nothing contained in this Section 13 shall be construed to grant any rights to the Debtor or to impose any duties on the Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 13.

14. No Waiver By Lender, Etc. The Lender shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by the Lender. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of

the Lender with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Lender deems expedient.

15. Suretyship Waivers By Debtor. The Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Lender may deem advisable. The Lender shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Debtor further waives any and all other suretyship defenses.

16. Marshalling. The Lender shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Lender's rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

17. Proceeds Of Dispositions; Expenses. The Debtor shall pay to the Lender on demand amounts equal to any and all expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred or paid by the Lender in protecting, preserving or enforcing the Lender's rights under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Lender may determine proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by the Uniform Commercial Code of the State, any excess shall be returned to the Debtor, and the Debtor shall remain liable for any deficiency in the payment of the Obligations.

18. Overdue Amounts. Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Note.

19. Replacement Documents. Upon receipt of an affidavit of an officer of the Lender as to the loss, theft, destruction or mutilation of any note or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon cancellation of such Agreement or other security document, the Debtor will issue, in lieu thereof, a replacement note or other security document in the same principal amount thereof and otherwise of like tenor.

20. Right Of Set Off. The Debtor hereby grants to the Lender a lien, security interest and a right of setoff as security for all liabilities and obligations to the Lender, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of, the Lender or any entity under the control of the Lender, or in transit to any of them. Upon the occurrence of an Event of Default, without demand or notice, the Lender may set off the same or any part thereof and apply the same to any liability or obligation of the Debtor arising under the Loan Documents even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE THE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOANS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE COMPANY, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED. The Lender shall not be required to marshal any present or future security for, or guarantees of, the obligations or to resort to any such security or guarantee in any particular order and the Debtor waives, to the fullest extent that she lawfully can, (a) any right she might have to require the Lender to pursue any particular remedy before proceeding against her and (b) any right to the benefit of, or to direct the application of the proceeds of any collateral until the Obligations are paid in full.

21. Governing Law; Consent To Jurisdiction. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. The Debtor agrees that any suit for the enforcement of this Agreement may be brought in the Court of Common Pleas of Berks County, Pennsylvania or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

22. Waiver Of Jury Trial. THE DEBTOR AND THE LENDER MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED ON THIS AGREEMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE LENDER TO ACCEPT THIS AGREEMENT AND MAKE THE LOAN.

23. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all

rights and obligations hereunder shall be binding upon the Debtor and her respective successors and assigns, and shall inure to the benefit of the Lender and successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Agreement to be duly executed as an instrument under seal as of the date first above written.

READING JET SALES II, LLC

By: Managing Member: READING JET
CENTER, INC.

By: 

Title: President

GUARANTORS


Andrew M. Mullet, Jr., Individually


Carol S. Muller, Individually

Exhibit A.

RBMN Fleet Master Spreadsheet

12/15/2009

CAR	NBR	Year	Car Type	Built Date	Tare	Load Limit	Total Wght Rail	Nom Cap (lbs)	Cub Cap (cu ft)
Blue	7200		H350	1975	53,600	209,400	263,000	209,000	3,487
Blue	7201		H350	1976	54,400	208,600	263,000	208,000	3,487
Blue	7202		H350	1975	53,800	209,200	263,000	209,000	3,487
Blue	7203		H350	1975	51,300	211,700	263,000	211,000	3,487
Blue	7204		H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7205		H350	1976	54,400	208,600	263,000	208,000	3,487
Blue	7206		H350	1976	48,500	214,500	263,000	214,000	3,487
Blue	7207		H350	1975	56,900	206,100	263,000	206,000	3,487
Blue	7208		H350	1975	54,500	208,500	263,000	208,000	3,487
Blue	7209		H350	1976	53,000	210,000	263,000	210,000	3,487
Blue	7210		H350	1975	54,200	208,800	263,000	208,000	3,487
Blue	7211		H350	1975	54,200	208,800	263,000	208,000	3,487
Blue	7212		H350	1976	53,700	209,300	263,000	209,000	3,487
Blue	7213		H350	1976	53,100	209,900	263,000	209,000	3,487
Blue	7214		H350	1975	54,200	208,800	263,000	208,000	3,487
Blue	7215		H350	1976	53,400	209,600	263,000	209,000	3,487
Blue	7216		H350	1976	53,400	209,600	263,000	209,000	3,487
Blue	7217		H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7218		H350	1975	53,200	209,800	263,000	209,000	3,487
Blue	7219		H350	1975	53,000	210,000	263,000	210,000	3,487
Blue	7220		H350	1976	54,500	208,500	263,000	208,000	3,487
Blue	7221		H350	1976	53,800	209,200	263,000	209,000	3,487
Blue	7222		H350	1975	54,200	208,800	263,000	208,000	3,487
Blue	7223		H350	1975	54,100	208,900	263,000	208,000	3,487
Blue	7224		H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7225		H350	1975	53,700	209,300	263,000	209,000	3,487
Blue	7226		H350	1976	53,600	209,400	263,000	209,000	3,487
Blue	7227		H350	1975	53,500	209,500	263,000	209,000	3,487
Blue	7228		H350	1976	54,300	208,700	263,000	208,000	3,487
Blue	7229		H350	1976	53,700	209,300	263,000	209,000	3,487
Blue	7230		H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7231		H350	1976	53,700	209,300	263,000	209,000	3,487
Blue	7232		H350	1975	55,200	207,800	263,000	207,000	3,487
Blue	7233		H350	1975	54,800	208,200	263,000	208,000	3,487
Blue	7234		H350	1975	54,500	208,500	263,000	208,000	3,487
Blue	7235		H350	1975	54,400	208,600	263,000	208,000	3,487
Blue	7236		H350	1976	54,000	209,000	263,000	209,000	3,487
Blue	7237		H350	1975	55,000	208,000	263,000	208,000	3,487
Blue	7238		H350	1975	53,400	209,600	263,000	209,000	3,487
Blue	7239		H350	1976	53,400	209,600	263,000	209,000	3,487
Blue	7240		H350	1975	53,400	209,600	263,000	209,000	3,487
Blue	7241		H350	1975	54,100	208,900	263,000	208,000	3,487
Blue	7242		H350	1976	53,700	209,300	263,000	209,000	3,487
Blue	7243		H350	1975	53,800	209,200	263,000	209,000	3,487
Blue	7244		H350	1975	53,400	209,600	263,000	209,000	3,487
Blue	7245		H350	1975	55,100	207,900	263,000	207,000	3,487
Blue	7246		H350	1976	52,900	210,100	263,000	210,000	3,487
Blue	7247		H350	1975	54,700	208,300	263,000	208,000	3,487
Blue	7248		H350	1975	52,700	210,300	263,000	210,000	3,487
Blue	7249		H350	1975	53,400	209,600	263,000	209,000	3,487
Blue	7250		H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7251		H350	1975	53,600	209,400	263,000	209,000	3,487
Blue	7252		H350	1976	54,100	208,900	263,000	208,000	3,487
Blue	7253		H350	1976	54,200	208,800	263,000	208,000	3,487
Blue	7254		H350	1976	53,200	209,800	263,000	209,000	3,487
Blue	7255		H350	1975	55,400	207,600	263,000	207,000	3,487
Blue	7256		H350	1976	53,400	209,600	263,000	209,000	3,487
Blue	7257		H350	1976	53,000	210,000	263,000	210,000	3,487
Blue	7258		H350	1975	54,200	208,800	263,000	208,000	3,487
Blue	7259		H350	1975	54,300	208,700	263,000	208,000	3,487
Blue	7260		H350	1975	53,700	209,300	263,000	209,000	3,487
Blue	7261		H350	1975	53,300	209,700	263,000	209,000	3,487
Blue	7262		H350	1975	54,000	209,000	263,000	209,000	3,487

RBMN Fleet Master Spreadsheet

12/15/2009

CAR	NBR	Car Type	Built Date	Tare	Load Limit	Total Wght Rail	Nom Cap. (lbs)	Cubo Cap. (cu ft)
Blue	7263	H350	1975	55,400	207,600	263,000	207,000	3,487
Blue	7264	H350	1975	55,700	207,300	263,000	207,000	3,487
Blue	7265	H350	1975	57,000	206,000	263,000	206,000	3,487
Blue	7266	H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7267	H350	1975	54,100	208,900	263,000	208,000	3,487
Blue	7269	H350	1975	53,900	209,100	263,000	209,000	3,487
Blue	7270	H350	1976	55,100	207,900	263,000	207,000	3,487
Blue	7271	H350	1975	53,300	209,700	263,000	209,000	3,487
Blue	7272	H350	1975	53,400	209,600	263,000	209,000	3,487
Blue	7273	H350	1975	54,100	208,900	263,000	208,000	3,487
Blue	7274	H350	1975	54,200	208,800	263,000	208,000	3,487
Blue	7275	H350	1976	59,800	203,200	263,000	203,000	3,487
Blue	7276	H350	1975	54,100	208,900	263,000	208,000	3,487
Blue	7277	H350	1976	53,100	209,900	263,000	209,000	3,487
Blue	7278	H350	1976	53,800	209,200	263,000	209,000	3,487
Blue	7279	H350	1976	54,500	208,500	263,000	208,000	3,487
Blue	7280	H350	1975	53,900	209,100	263,000	209,000	3,487
Blue	7281	H350	1975	53,500	209,500	263,000	209,000	3,487
Blue	7282	H350	1975	54,400	208,600	263,000	208,000	3,487
Blue	7283	H350	1975	53,300	209,700	263,000	209,000	3,487
Blue	7284	H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7285	H350	1975	54,200	208,800	263,000	208,000	3,487
Blue	7286	H350	1976	58,900	204,100	263,000	204,000	3,487
Blue	7287	H350	1975	53,000	210,000	263,000	210,000	3,487
Blue	7288	H350	1976	53,200	209,800	263,000	209,000	3,487
Blue	7289	H350	1975	57,300	205,700	263,000	205,000	3,487
Blue	7290	H350	1975	53,900	209,100	263,000	209,000	3,487
Blue	7291	H350	1975	53,900	209,100	263,000	209,000	3,487
Blue	7292	H350	1976	54,100	208,900	263,000	208,000	3,487
Blue	7293	H350	1976	53,900	209,100	263,000	209,000	3,487
Blue	7294	H350	1976	54,300	208,700	263,000	208,000	3,487
Blue	7295	H350	1975	53,900	209,100	263,000	209,000	3,487
Blue	7296	H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7297	H350	1976	53,800	209,200	263,000	209,000	3,487
Blue	7298	H350	1975	52,800	210,200	263,000	210,000	3,487
Blue	7299	H350	1976	54,300	208,700	263,000	208,000	3,487
Blue	7300	H350	1976	53,100	209,900	263,000	209,000	3,487
Blue	7301	H350	1976	53,700	209,300	263,000	209,000	3,487
Blue	7302	H350	1976	54,700	208,300	263,000	208,000	3,487
Blue	7303	H350	1976	52,500	210,500	263,000	210,000	3,487
Blue	7304	H350	1975	52,800	210,200	263,000	210,000	3,487
Blue	7305	H350	1975	53,200	209,800	263,000	209,000	3,487
Blue	7306	H350	1975	53,700	209,300	263,000	209,000	3,487
Blue	7307	H350	1975	53,800	209,200	263,000	209,000	3,487
Blue	7308	H350	1975	54,200	208,800	263,000	208,000	3,487
Blue	7309	H350	1976	53,600	209,400	263,000	209,000	3,487
Blue	7310	H350	1976	54,000	209,000	263,000	209,000	3,487
Blue	7311	H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7312	H350	1975	53,800	209,200	263,000	209,000	3,487
Blue	7313	H350	1976	54,100	208,900	263,000	208,000	3,487
Blue	7314	H350	1975	55,400	207,600	263,000	207,000	3,487
Blue	7315	H350	1975	53,400	209,600	263,000	209,000	3,487
Blue	7316	H350	1975	54,700	208,300	263,000	208,000	3,487
Blue	7317	H350	1976	54,000	209,000	263,000	209,000	3,487
Blue	7318	H350	1976	54,200	208,800	263,000	208,000	3,487
Blue	7319	H350	1976	53,700	209,300	263,000	209,000	3,487
Blue	7320	H350	1975	53,700	209,300	263,000	209,000	3,487
Blue	7321	H350	1975	54,700	208,300	263,000	208,000	3,487
Blue	7322	H350	1976	54,000	209,000	263,000	209,000	3,487
Blue	7323	H350	1976	54,000	209,000	263,000	209,000	3,487
Blue	7324	H350	1976	54,400	208,600	263,000	208,000	3,487
Blue	7325	H350	1975	54,400	208,600	263,000	208,000	3,487
Blue	7326	H350	1975	53,500	209,500	263,000	209,000	3,487

RBMN Fleet Master Spreadsheet

12/15/2009

Color	NBR	Year	Car type	Build Date	Tare	Load Limit	Total Wght Rail	Non Cap (lbs)	Cub Cap (cu ft)
Blue	7327		H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7328		H350	1975	55,800	207,200	263,000	207,000	3,487
Blue	7329		H350	1975	54,100	208,900	263,000	208,000	3,487
Blue	7330		H350	1975	53,600	209,400	263,000	209,000	3,487
Blue	7331		H350	1976	53,800	209,200	263,000	209,000	3,487
Blue	7332		H350	1976	54,500	208,500	263,000	208,000	3,487
Blue	7333		H350	1975	53,600	209,400	263,000	209,000	3,487
Blue	7334		H350	1975	54,500	208,500	263,000	208,000	3,487
Blue	7335		H350	1975	54,400	208,600	263,000	208,000	3,487
Blue	7336		H350	1975	54,000	209,000	263,000	209,000	3,487
Blue	7337		H350	1976	53,600	209,400	263,000	209,000	3,487
Blue	7338		H350	1976	54,000	209,000	263,000	209,000	3,487
Blue	7339		H350	1975	53,900	209,100	263,000	209,000	3,487
Blue	7340		H350	1975	55,000	208,000	263,000	208,000	3,487
Blue	7341		H350	1975	54,400	208,600	263,000	208,000	3,487
Blue	7342		H350	1975	54,600	208,400	263,000	208,000	3,487
Blue	7343		H350	1976	53,800	209,200	263,000	209,000	3,487
Blue	7344		H350	1975	53,400	209,600	263,000	209,000	3,487
Blue	7345		H350	1976	54,400	208,600	263,000	208,000	3,487
Blue	7346		H350	1976	54,300	208,700	263,000	208,000	3,487
Blue	7347		H350	1975	53,700	209,300	263,000	209,000	3,487
Blue	7348		H350	1975	53,600	209,400	263,000	209,000	3,487
Blue	7349		H350	1975	53,900	209,100	263,000	209,000	3,487
Blue	7350		H350	1975	53,900	209,100	263,000	209,000	3,487